Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 1 of 18

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

In re: BKY 19-40658 Chapter 7

Scheherazade, Inc.

Debtor.

NOTICE OF HEARING AND MOTION OBJECTING TO CLAIM OF LISA ESTLOW

TO: The claimant and other entities specified in Local Rules 9013-3(a) and 3007-1:

- 1. Nauni Manty, the chapter 7 trustee of the bankruptcy estate of the debtor, moves the court for the relief requested below and gives notice of hearing.
- 2. The court will hold a hearing on this motion on **Wednesday**, **May 6**, **2020**, at **9:30 a.m.**, before the Honorable Kathleen H. Sanberg, in Courtroom No. 8 West, at the United States Courthouse, at 300 South Fourth Street, in Minneapolis, Minnesota 55415.
- 3. Any response to this motion must be filed and served not later than **Friday**, **May** 1, 2020, which is five days before the time set for the hearing (including Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
- 4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. The petition commencing this chapter 7 case was filed on March 10, 2019. This proceeding is a core proceeding. This case is now pending before this court.
- 5. This motion arises under 11 U.S.C. §§ 502, Fed. R. Bankr. P. 3007, 9013 and 9014 and Local Rules 3007-1, 9006-1, 9013-1 and 9013-3.

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 2 of 18

6. Lisa Estlow filed an unsecured claim of \$9,400. See Claim No. 62. A copy of the

claim is attached as Exhibit A. The claim relates to five pieces of jewelry being sold on

consignment by the debtor, pursuant to Consignment Merchandise agreements between the debtor

and Ms. Estlow.

7. The following three items were returned to Ms. Estlow after her claim was filed:

a. Marq Clear Stone Necklace - \$2,100 of the claim relates to this item

b. Opal Ring - \$660 of the claim relates to this item

c. Vintage Ring with Euro Cut Diamond - \$2,220 of the claim relates to this

Attached as Exhibit B are receipts for the returns to Ms. Estlow.

8. The remaining two items include a circle necklace and vintage style necklace.

Prepetition, the debtor sold the circle necklace for \$500, of which \$300 is due to Ms. Estlow. The

vintage necklace sold for \$600, of which \$360 is due to to Ms. Estlow. The trustee requests that

Ms. Estlow's claim be reduced to \$660 the combined value due to Ms. Estlow for these two items.

WHEREFORE, the trustee requests that the objection to the claim of Lisa Estlow be

sustained and the claim be reduced to \$660.

MANTY & ASSOCIATES, P.A.

Dated: April 2, 2020

/e/ Mary F. Sieling

Nauni Manty (#230352)

Mary F. Sieling (#389893) 401 Second Avenue North, Suite 400

Minneapolis, MN 55401

Phone: (612) 465-0990

Email: mary@mantylaw.com

Attorneys for the Chapter 7 Trustee

2

Casse 1994 400 5588 Dichail 152-File File File 4 / 02 / 24/19 Ent Dress C 04 20 2 / 20 du 2nt ent 4 Pages C Mass

Document Dage	3 Ot 18
Fill in this information to identify the case:	FILED
Debtor 1 Scheherazade, Inc.	U.S. Bankruptcy Court
Debtor 2	District of Minnesota
(Spouse, if filing)	4/14/2019
United States Bankruptcy Court	Lori Vosejpka, Clerk
Case number: 19-40658	Lott vosejpka, cierk

Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim	n			
1.Who is the current creditor?	Lisa A. Lisuow			
0.00	Name of the current creditor (the person or entity to be paid for	or this claim)		
	Other names the creditor used with the debtor Lisa Estlow			
2.Has this claim been acquired from someone else?	✓ No ☐ Yes. From whom?			
3.Where should notices and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)		
creditor be sent?	Lisa A. Estlow			
Federal Rule of	Name	Name		
Bankruptcy Procedure (FRBP) 2002(g)	100 Shasta Cir W Chanhassen, MN 55317			
	Contact phone6512026012	Contact phone		
Contact email Contact email Contact email		Contact email		
	Uniform claim identifier for electronic payments in chapter 1	3 (if you use one):		
4.Does this claim amend one already filed?	✓ No✓ Yes. Claim number on court claims registry (if known)	Filed on		
5.Do you know if anyone else has filed a proof of claim for this claim?	✓ No☐ Yes. Who made the earlier filing?			

Official Form 410 Proof of Claim page 1

Give Information About the Claim as Douther Dante the Case Was Offile & Part 2: 6.Do you have any Y number you use to Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: identify the debtor? 7.How much is the Does this amount include interest or other charges? \$ 9400.00 claim? ☑ No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). 8. What is the basis of Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful the claim? death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Items consigned for sale 9. Is all or part of the ☑ No claim secured? ☐ Yes. The claim is secured by a lien on property. Nature of property: If the claim is secured by the debtor's principal residence, file a Mortgage ☐ Real estate. Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. ☐ Motor vehicle ☐ Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ Amount of the claim that is \$ secured: Amount of the claim that is \$ (The sum of the secured and unsecured: unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the \$ date of the petition: Annual Interest Rate (when case was filed) % П Fixed П Variable 10. Is this claim based on Y No a lease? Yes. Amount necessary to cure any default as of the date of the petition.\$ 11.Is this claim subject to Y Nο a right of setoff? Yes. Identify the property:

3Casse119944065588 | DiCleith1.62-1Filefil@4/1021/204/19EntPresb044602/1206du2nteh44 Pabges2 Mach

Official Form 410 Proof of Claim page 2

Casse119944065588 DCdailn152-FileFille4/02//24/19Enteresc04/202/2004/2004/201644 Pages 8 Mash Document -Page 5 of 18 12. Is all or part of the claim V No entitled to priority under Yes. Check all that apply: Amount entitled to priority A claim may be partly ☐ Domestic support obligations (including alimony and child support) § priority and partly under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). nonpriority. For example, ☐ Up to \$2,850* of deposits toward purchase, lease, or rental of in some categories, the \$ property or services for personal, family, or household use. 11 law limits the amount entitled to priority. U.S.C. § 507(a)(7). ☐ Wages, salaries, or commissions (up to \$12,850*) earned within \$ 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). ☐ Taxes or penalties owed to governmental units. 11 U.S.C. §

507(a)(8). ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies \$ * Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment. Part 3: Sign Below The person completing Check the appropriate box: this proof of claim must sign and date it. FRBP I am the creditor. 9011(b). I am the creditor's attorney or authorized agent. If you file this claim electronically, FRBP I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. 5005(a)(2) authorizes courts I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. to establish local rules specifying what a signature I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. A person who files a I have examined the information in this Proof of Claim and have a reasonable belief that the information is true fraudulent claim could be fined up to \$500,000. imprisoned for up to 5 I declare under penalty of perjury that the foregoing is true and correct. years, or both. 18 U.S.C. §§ 152, 157 and 3571. Executed on date 4/14/2019 MM / DD / YYYY /s/ Lisa Estlow Signature Print the name of the person who is completing and signing this claim: Name Lisa Estlow First name Middle name Last name Title Creditor Company N/A Identify the corporate servicer as the company if the authorized agent is a servicér Address 100 Shasta Cir W Number Street Chanhassen, MN 55317 City State ZIP Code **Email** Contact phone 6512026012 lisa.a.estlow@mchsi.com Official Form 410 Proof of Claim page 3

Scheherazade Consignment Merchandise Form 11.2.18

Consignor Information:	0 - 6 1 6 1 7
Name: 450 Est/ow Phone(s): USI-	202-6012
Address: 100 Shasta Circle W Cha	nnassen 555
Email:Other Contact Information	
Description of Consigned Item per Consignor (One item per Form)General:	al Ring 18k Yellow
Stones: Opal Extra Item	
Carl:	
Ann:	
Metal:	
Authorized Repairs (paid for by Consignor):	
Value of Consigned Item per Consignor (what is item insured for?):	
Consignment Program Terms:	
1. Consignor (hereafter referred to as You) agree to leave your item on consignment	ent for a minimum of 6 months.
Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an a	agent during this time period.
${f 2.}$ You will receive 60% of the price for which the item is sold, & Scheherazade w	ill receive 40%.
NOTE: Scheherazade has a 90 day waiting period between the sale of you consignor. Your share of the selling price will be paid approximately 91 of the selling price will 91 of the sel	
3. For the item covered by this Agreement, you have authorized a Tag/Selling pr	
Customer: \$ 660 Scheherazade: \$ 440	<u> </u>
Scheherazade is authorized to accept these pre-approved discounts after the r	
1 Month: 6 Months: 70/ 12 Mo	nths:
4. You agree that Scheherazade, in our sole discretion, reserves the right not to d	isplay consignment items during
certain promotions, events, etc.	
${\bf 5}.$ You represent, & intend for Scheherazade to rely on the representation, that o	
own, & during the term of the consignment you will maintain primary insuran	
(Name of Ins. Co.; a Certific	ate of Insurance is appreciated).
Agreed & signed, this 24 day of 18 at Edina, MN	55435.
By Muy so Sextain)
have authority of the	alty of perjury that to my knowledge the is true & complete, & I am the owner, or ne owner, to sell or pledge the property.
Date Sold:/ Receipt # CAMS #	
Returned to Consignor Date:// Consignor Signature for Return	

Cased 99406688 Claim 161251 Fried 204/F012/2004/1E4/1E9 ed 1045/02/A2120 d12m14/m44 Person 12 ain 5 Document Page 7 of 18

Scheherazade Consignment Merchandise Form 11.2.18

Consignor Informat	tion:				
Name: Lisa	Est/ow		_ Phone(s):	51-202-6	012
Address: 100	Shasta	Circle	W. Che	anhassen	553(7)
Email:			Other Contact	Information:	
Description of Cons	signed Item per Con	signor (One item	per Form)Gener	ral: Marg. Cle	av stone
				xtra Items:	
Carl: ± 2	L-M				
Ann:					
1 / 1 / 1					
Authorized Repair	'S (paid for by Consigno	r):			Cert:
Value of Consigned	d Item per Consigno	r (what is item in	sured for?):		
Consignment Pro			<u> </u>		
1. Consignor (here	eafter referred to as	You) agree to lea	ve your item on o	consignment for a minir	num of 6 months.
Also, this item wil	l not be cross-marke	eted (i.e. eBay), et	c. by the consign	or or an agent during th	is time period.
2. You will receive	e 60% of the price fo	r which the item	is sold, & Schehe	razade will receive 40%).
				ale of your item & paym ately 91 days after the o	
				Selling price of \$_350	
Customer: \$	2100	Scheher	azade: \$ <u>140</u>	0-	
Scheherazade is	s authorized to acce	pt these pre-appr	oved discounts a	fter the merchandise is	on the sales floor:
1 Month:	10°h 6	Months: 20	6	12 Months:	
4. You agree that S	Scheherazade, in oui	r sole discretion,	reserves the righ	t not to display consign	ment items during
certain promot	ions, events, etc.				
5. You represent, 8	& intend for Schehei	azade to rely on	the representatio	on, that on the consigne	d item you currently
				y insurance for the item	
- State	Sam	(Name of Ins. Co.;	a Certificate of Insuran	ce is appreciated).
Agreed & signed, t	his <u>24</u> da	y of Nov	, 20 <u>/8</u> _ at E	dina, MN 55435.	
By: Nuks	10	- Ysi	A Estlo		
Scheherazade Aut	horized Signature	Consignor	inform have a	fy under penalty of perjury that nation above is true & complete, uthority of the owner, to sell or	& I am the owner, or pledge the property.
Date Sold:/	_/ Receipt #		CAMS #	Price Sol	d For \$
Datumed to Comi	anor Dato:	/ Como	ignor Cignoture 4	for Dotum	
Returned to Collsi	gnor Date://	Cons	ignor Signature f	or Return.	

Cased 99406688 Claim 161251 Frillet 02 0 4 FD 12/02 00 4 / 1E4/11E9 ed 10/04 st 02 A2 10/04 10/04 14/04 14/04 Document Page 8 of 18

Scheherazade Consignment Merchandise Form

11.2.1

Pesse Main5
18 651-202
114
Ring
Cert:
mum of 6 months. his time period. %. nent to the day of the sale. 600 . s on the sales floor:
nment items during
ed item you currently n with: nce is appreciated).
to my knowledge the , & I am the owner, or pledge the property.

Consignor Information:
Address: 100 Shasta Circle West Chanhassen 553
address: 100 Shasta Circle West Chanhassen 553
mail:Other Contact Information:
Description of Consigned Item per Consignor (One item per Form) General 1/1/1 tage Riving
tones: EUCO Cut Niamond, 70 Extra Items:
Carl:
Ann:
Metal: Pat Jewelry History:
Authorized Repairs (paid for by Consignor):Cert:
Value of Consigned Item per Consignor (what is item insured for?):
Consignment Program Terms:
1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months.
Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.
NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.
For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3700
Customer: \$ 2220 Scheherazade: \$ 1480
Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor: 1 Month: 7 0 / 4 6 Months: 7 0 / 4 12 Months: 12 Mont
1 Month: 10/, 6 Months: 20/. 12 Months:
. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, events, etc.
. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you current
own, & during the term of the consignment you will maintain primary insurance for the item with:
(Name of Ins. Co.; a Certificate of Insurance is appreciated).
(Name of his. co., a certificate of insurance is appreciated).
agreed & signed, thisZ4 day of, 20, 20, at Edina, MN 55435.
sy: D/Ways Grant Estlan
cheherazade Authorized Signature Consignor Signature: 1 certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.
pate Sold:/ Receipt # CAMS # Price Sold For \$
eturned to Consignor Date:// Consignor Signature for Return:

Cased 99406688 Clasion 16251 Frailet 02 0 4 FO 126 (2000 4 / 124) (1249) ed 100 4 / 1240 (1241) (1249) ed 100 4 / 1240 (1241) (

11.2.18

Scheherazade Consignment Merchandise Form

Consignor Information:			
Name: Lisa Estlow	Phone(s):	51-202-601	12
Address: 100 Shasta Circl	/ / /	hanhassen	55317
Email:	Other Contact	Information:	•
Description of Consigned Item per Consignor (One			ace
Stones: 18ct twt dia hea	will incl. E	xtra Items:	
Carl: illusion setting			
A			
Metal: 14 k+ Jewelry History:			
Authorized Repairs (paid for by Consignor):			Cert:
Value of Consigned Item per Consignor (what is ite			
Consignment Program Terms:			
1. Consignor (hereafter referred to as You) agree to	o leave your item on o	onsignment for a minimum	of 6 months.
Also, this item will not be cross-marketed (i.e. eBay	y), etc. by the consign	or or an agent during this ti	me period.
2. You will receive 60% of the price for which the i	tem is sold, & Schehe	razade will receive 40%.	
NOTE: Scheherazade has a 90 day waiting price v			
3. For the item covered by this Agreement, you have			
Customer: \$ Sche	eherazade: \$	200-	
Scheherazade is authorized to accept these pre- 1 Month: 6 Months: 20	approved discounts a	fter the merchandise is on 1 12 Months:	the sales floor:
4. You agree that Scheherazade, in our sole discret	ion, reserves the right	not to display consignmer	nt items during
certain promotions, events, etc.		. ,)	
5. You represent, & intend for Scheherazade to rely	y on the representatio	n, that on the consigned ite	em vou currently
own, & during the term of the consignment you			
State Farm	(Name of Ins. Co.;	a Certificate of Insurance is	appreciated).
,	_		,,
Agreed & signed, this day of logo day of	U, 20 /// at Ed	lina, MN 55435.	
By: Julians	Qui to 8	(00) th	1
	anar Signature: Lauris	under penalty of perjury that to my	lunareladas tha
Schenerazade Addiorized Signature Const	inform have at	y under penalty of perjury that to my ation above is true & complete, & 1 an athority of the owner, to sell or pledg	n the owner, or e the property.
Date Sold:/ Receipt #		Price Sold Fo	r \$
Returned to Consignor Date:/ C	Consignor Signature fo	or Return:	

Cased 99406688 Chris 16251 File 20470 1620 004/ Earl 19ed 10 4502 12 12 12 14 14 Pesse 15 1 air 15 Consignment Merchandise Intake Form

consignor information:
Name: LISA ESTION Phone(s): 651-202-6012 Address: 100 Shasta Cir W. Charmssen, Mn 55317 Email:
Address: 100 Sharta Circle (Marchaeles):
Email: WAN 5531/
Description of Consigned Item per Consigned Co
Description of Consigned Item per Consignor (One item per Form): What Style " Necklar
142w W/Das
/alue of Consigned Item per Consignor (what is item insured for?):
Consignment Program Terms:
. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months.
NOTE: SCHEHERAZADE PROVIDES A 90-DAY CUSTOMER SATISFACTION GUARANTEE PROGRAM ON CONSIGNMENT MERCHANDISE. YOUR SHARE OF THE SELLING PRICE WILL BE PAID APPROXIMATELY NINETY-ONE (91) DAYS AFTER THE DAY OF THE SALE.
For the item covered by this Agreement, you have authorized a Tag/Selling price of \$
If Scheherazade receives an offer for your item which is below the above Tag price, the lowest selling price you authorize Scheherazade to accept is \$
Customer: \$ Scheherazade: \$
You agree the Scheherazade, in our sole discretion, reserves the right not to display consignment items during certain promotions, etc.
You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently
own, & during the term of the consignment you will maintain primary insurance with(Name of Ins. Company; a Certificate of Insurance is appreciated).
greed & signed, this 26^{th} day of 00^{t} , 00^{t} at Edina, MN 55435.
HEHERAZADE JEWELERS SLA EXTLOY)
Scheherazade Authorized Signature Consignor Signature
te Sold:// Receipt # CAMS # 12172 @ Price Sold For \$
turned to Consignor Date:/_/_ Consignor Signature for Return:

SYNCOLOGIC 1112/17

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 11 of 18

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

In re:	
Scheherazade, Inc.,	Chapter 7
Debtor.	BKY 19-40658
	RECEIPT
	Scheherazade, Inc, the following: - Opal Ruy - Den Ruy
Dated: 4/26/19	
	Name: Print Liga A. ESTLOW Address: 100 SHASTA CIR W
	Telephone: (651-202-(2012)

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 12 of 18

Scheherazade Consignment Merchandise Form 11.2.18

Consignor Information:
Name: Lisa Est/ow Phone(s): 451-202-6012
Address: 100 shasta circle W. Chanhassen 55317
Email: Other Contact Information:
Description of Consigned Item per Consigner (One item per Ferms) Constitution of Consigned Item per Consigner (One item per Ferms)
Stones: Mayor Diamond 1.10 of Extra Items: Neckl
Carl: T2 L-M
Ann:
Metal: 18 L Jewelry History:
Authorized Repairs (paid for by Consignor):
Value of Consigned Item per Consignor (what is item insured for?): Cert:
Consignment Program Terms:
1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months.
Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.
NOTE: Scheherazade has a 90 day waiting period between the sale of your item & navment to the
consignor. Four share of the selling price will be paid approximately 91 days after the day of the sale
3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3770
Customer: \$ 2100 Scheherazade: \$ 1400
Scheherazade is authorized to accept these pre-approved discounts after the marshanding in the second secon
1 Month: 12 Months: 20 6 Months: 20 6 12 Months:
4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during
certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently
own, & during the term of the consignment you will maintain primary insurance for the item with:
(Name of Ins. Co.; a Certificate of Insurance is appreciated).
Agreed & signed, this day of, 20_18 at Edina, MN 55435.
By: They
Seheherazade Authorized Signature Consignor Signature: I certify under penalty of perjury that to my knowledge the information above is true & complete, & I am the owner, or have authority of the owner, to sell or pledge the property.
Dato Sold: / / B : . / B : . / B
Date Sold:// Receipt #
Returned to Consignor Date://_ Consignor S \$302-07404 Return:
EXCURPLE

EXHIBIT B

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 13 of 18

Scheherazade Consignment Merchandise Form 11.2.18

Consignor Information:	
Name: 45a Estlaw Phone(s): 651-202-6012 Address: 100 Shasta Civcle W Channassen 5	53
Email:Other Contact Information:	
Description of Consigned Item per Consignor (One item per Form) General: Opal Ring 18k 46	llow
Stones: ODal Extra Items:	
Carl:	
Ann:	
Metal: 18 L Jewelry History:	
Authorized Repairs (paid for by Consignor):Cer	 t:
Value of Consigned Item per Consignor (what is item insured for?):	
Consignment Program Terms:	
1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 more	nths.
Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period	d.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.	
NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale	e.
3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$	
Customer: \$ Lelob Scheherazade: \$ 440	
Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales	floor:
1 Month: 10/6 6 Months: 20/6 12 Months:	
4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items d	uring
certain promotions, events, etc.	
$\textbf{5.} \ You \ represent, \& \ intend \ for \ Scheherazade \ to \ rely \ on \ the \ representation, that \ on \ the \ consigned \ item \ you \ considered \ on \ the \ considered \ item \ you \ considered \ on \ the \ considered \ item \ you \ considered \ on \ the \ considered \ item \ you \ considered \ on \ the \ considered \ item \ you \ considered \ on \ the \ the \ considered \ item \ you \ considered \ on \ the \ the$	rrently
own, & during the term of the consignment you will maintain primary insurance for the item with:	
(Name of Ins. Co.; a Certificate of Insurance is apprecia	ited).
Agreed & signed, this 24 day of NOV , 20 18 at Edina, MN 55435.	-
By AWW Estlan	
Scheherazade Authorized Signature Consignor Signature: I certify under penalty of perjury that to my knowledge to information above is true & complete, & I am the owner, have authority of the owner, to sell or pledge the property of the owner, the own	or
802-07405 ESTLOW 19KY O 13KY OPAL RING 1100.00 rice Sold For \$	
Returned to Consignor Date:/ Consignor Signature for Return:	
Accument to complete Dutor	-

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 14 of 18

Scheherazade Consignment Merchandise Form 11.2.18 65/-707-
Consignor Information:
Name: 4150 Est/0W Phone(s): 814.248.8714
Address: 100 Shasta Circle West Chanhassen 55317
Er., il:Other Contact Information:
Description of Consigned Item per Consignor (One item per Form) General: 1/1/1 tage Ring
Stones: Euro Cut Diamond, 70 Extra Items:
Carl:
Ann:
Metal: Plat Jewelry History:
Authorized Repairs (paid for by Consignor):Cert:
Value of Consigned Item per Consignor (what is item insured for?):
Consignment Program Terms:
1. Consignor (hereafter referred to as You) agree to leave your item on consignment for a minimum of 6 months.
Also, this item will not be cross-marketed (i.e. eBay), etc. by the consignor or an agent during this time period.
2. You will receive 60% of the price for which the item is sold, & Scheherazade will receive 40%.
NOTE: Scheherazade has a 90 day waiting period between the sale of your item & payment to the
consignor. Your share of the selling price will be paid approximately 91 days after the day of the sale.
3. For the item covered by this Agreement, you have authorized a Tag/Selling price of \$ 3700
Customer: \$ 2220 Scheherazade: \$ 1480
Scheherazade is authorized to accept these pre-approved discounts after the merchandise is on the sales floor:
1 Month: 10/, 6 Months: 20/. 12 Months:
4. You agree that Scheherazade, in our sole discretion, reserves the right not to display consignment items during
certain promotions, events, etc.
5. You represent, & intend for Scheherazade to rely on the representation, that on the consigned item you currently
own, & during the term of the consignment you will maintain primary insurance for the item with:
(Name of Ins. Co.; a Certificate of Insurance is appreciated).
Agreed & signed, this day of, 20_1B_ at Edina, MN 55435.
By: Mars (hex & Entlan)
Scheherazade Authorized Signature Consignor Signature: I certify under penalty of perjury vledge the
Scheherazade Authorized Signature Consignor Signature: 1 certify under penalty of perjury information above is true & company have authority of the owner, to see have a
Date Sold:// Receipt # 802-07406 ESTLOW PLT VIN Price Sold For \$
Date Sold:/ Receipt #
Detrumed to Consider an Data of the Consideration o
Returned to Consignor Date:/ Consignor Signature for Return:

Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 15 of 18

VERIFICATION

I, Nauni Manty, the trustee and movant named in the foregoing notice of hearing and motion, declare under penalty of perjury that the facts contained in the foregoing motion are true and correct to the best of my knowledge, information and belief.

Dated: April 2, 2020

Nauni Manty, Trustee

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

In re:	BKY 19-40658
	Chapter 7

Scheherazade, Inc,

Debtor.

UNSWORN CERTIFICATE OF SERVICE

I declare under penalty of perjury that on April 2, 2020, I caused copies of the following documents to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the ECF participants:

Notice of Hearing and Motion Objecting to Claim of Lisa Estlow, Verification, Proposed Order and this Unsworn Certificate of Service,

I further declare that I caused copies of the foregoing documents to be mailed by first class mail, postage prepaid, to the following non-ECF participants:

Lisa Estlow 100 Shasta Cir W Chanhassen, MN 55317

Scheherazade, Inc. 3181 W 69th St Edina, MN 55435

Robert K Dakis. Morrison Cohen, LLP 909 Third Ave New York, NY 10022

David J Kozlowski Morrison Cohen, LLP 909 Third Ave New York, NY 10022

Joseph T Moldovan Morrison Cohen, LLP 909 Third Ave New York, NY 10022 Case 19-40658 Doc 115 Filed 04/02/20 Entered 04/02/20 12:14:44 Desc Main Document Page 17 of 18

Wells Fargo Vendor Financial Serv, LLC fka GE Gapital Information Tech Solutions c/o a Ricoh USA Program fdba Ikon Financ PO Box 13708 Macon, GA 31208-3708

Dated: April 2, 2020 /e/ Kevin Carnahan

Kevin Carnahan, Legal Assistant Manty & Associates, P.A. 401 Second Avenue North, Suite 400 Minneapolis, Minnesota 55401

UNITED STATES BANKRUPTCY COURT DISTRICT OF MINNESOTA

In re:	BKY 19-40658 Chapter 7	
Scheherazade, Inc,		
Debtor.		
<u>(</u>	<u>DRDER</u>	
This matter came on before this court	t on the motion of the chapter 7 trustee objecting to	
the claim of Lisa Estlow, Claim No. 62. Based	upon all of the files, records and proceedings herein,	
IT IS ORDERED: that the trustee's objection to the claim of Lisa Estlow is sustained and		
the claim is reduced to \$660.		
Dated:		
Ī	Kathleen H. Sanberg	
	United States Bankruptcy Judge	